

JOHN COATES, President.

DIRECTORS:

JOHN COATES,
Lumber Merchant.

CHAUNCEY BROOKS,
President of the Western National Bank.

JOHN C. BRIDGES,
Of J. C. Bridges & Co., Wholesale Grocers.

HENRY S. SHRYOCK,
Of H. S. Shryock & Son, Furniture Manufacturers.

JAMES O. SPEAR,
Of Spear Brothers, Hardware Commission Merchants.

JOHN E. HURST,
Of Hurst & Co., Dry Goods Jobbers.

SIMON PARKHURST,
Commission Merchant.

WILLIAM BRIDGES,
Of Wm. Bridges & Son, Fruit Dealers.

JOHN TURNBULL, JR.,
Carpet Dealer.

WILLIAM CHESNUT,
Of Chesnut, Townsend & Co., Wholesale Grocers.

JOHN G. HEWES,
Flour and Produce Merchant.

JOSEPH MATTHEWS,
Of Thos. Matthews & Son, Lumber Merchants.

OTIS SPEAR, Secretary.

UNION
Fire Insurance Company
BALTIMORE

Policy No. 359

To Robison Tapp
Dolls. 3500.

Premium: \$17.50
Policy.
Stamp, 25

CONDITIONS OF POLICY
Date March 9, 1884
For 12 Months
Terminates 1885

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\$3500

THE
UNION FIRE INSURANCE COMPANY
OF
BALTIMORE.

By this Policy of Insurance, The President and Directors of the Union Fire Insurance Company of Baltimore, in Consideration of Seventeen 500 Dollars,
To them paid by the Insured hereinafter named, the receipt whereof is hereby acknowledged,

Do Insure Robinson Toph Memphis
AGAINST LOSS OR DAMAGE BY FIRE,

to the amount of Thirty Five Hundred Dollars,

\$3500 On the four story Brick Building with tin roof occupied
as a Hotel known as the 'Gayoso House' situated on the
East side of Front Street between Gayoso & McCall Streets
City of Memphis Tennessee

\$100.000 Insurance on Building

And the Said President and Directors of the UNION FIRE INSURANCE COMPANY OF BALTIMORE, do hereby promise and agree to make good unto the said insured,

Executors, Administrators and Assigns, all such loss or damage, not
exceeding in amount the sum insured, as shall happen by fire to the property as above specified, during One Month to wit: from the

First day of March one thousand eight hundred and sixty Eight (at 12 o'clock at noon,) until the
First day of April one thousand eight hundred and sixty Eight (at 12 o'clock at noon,) the said

cash value of the said property, at the time the same shall happen; and to be paid within ninety days after due notice and proof
of, made by the insured, in conformity to the conditions annexed to this Policy. PROVIDED ALWAYS, and it is hereby declared, that this Corporation shall not be liable to make
any loss or damage by fire which may happen by means of any invasion, insurrection, riot, or civil commotion, or of any military or usurped power. AND PROVIDED FURTHER, that
other insurance has been or shall hereafter be made upon the said property, not consented to by this Company in writing hereon, or if the said property shall be sold or conveyed,
this Policy shall be assigned without the consent of the Company, obtained in writing hereon, or if the assured shall make any attempt to defraud the Company, then, and in every
case of loss, the insured shall not recover on this Policy any greater proportion of the loss or damage sustained to the subject insured
than the amount insured on the said property. AND if the above-mentioned premises, at any time during the
which this Policy would otherwise continue in force, shall be used for the purpose of carrying on therein any trade or occupation, or for storing or keeping therein any articles,
merchandise, denominated hazardous or extra hazardous, or specially hazardous, in the conditions of insurance annexed to this Policy, except as herein specially provided for, or
provided by this Corporation, in writing, upon this Policy, from thenceforth, so long as the same shall be so used, this Policy shall be of no force or effect. AND IT IS MORE-
OVER DECLARED, that this insurance is not intended to apply to or cover any books of account, written securities, deeds, or other evidences of title of property; nor to bonds, bills,
evidences of debt; nor to money or bullion; and that casts, curiosities, engravings, jewelry, jewels, medals, models, musical and scientific instruments, (piano-fortes in
excepted,) paintings, patterns, plates, precious stones, printed music, prints, sculpture, statuary and watches, are not deemed to be included in any insurance, unless
expressed in writing in the Policy.

GUNPOWDER, or any other article subject to legal restriction, shall be kept in said premises, in quantity greater than the law allows, or in a manner different from
law, unless said use or keeping is specially provided for herein, this policy shall be null and void.

IF STEAM power be used in or about said premises, and the boiler burst, or if any property hereby insured be struck by lightning, or damaged by explosion
from any cause whatever, this company shall not be liable unless fire ensues, and then for the loss by fire only.

THIS POLICY is made and accepted in reference to the terms and conditions herein contained and hereto annexed, which are hereby declared to be a part
of this contract.

IN WITNESS WHEREOF, the said Corporation have caused their COMMON SEAL to be affixed to these Presents, and the same to be signed by their PRESIDENT, and
attested by their SECRETARY, on this Eight day of March in the year one thousand
eight hundred and sixty

ATTESTED,

Chas Spear Secretary.
Blw Coates President.

Union Fire Insurance Company

OF BALTIMORE.

CONDITIONS OF INSURANCE.

I. Persons desirous of making Insurance on Buildings, are to furnish the Company with the following information:

1. Of what materials the walls and roof of each Building are constructed, as well as the construction of the Building contiguous thereto.
2. Whether the same are occupied as private dwellings, or how otherwise.
3. Where situated.

In the insurance of Goods, Wares or Merchandise, the building or place in which the same are deposited is to be described.

II. Property held in trust, or on commission, may be insured as such; otherwise the Policy will not cover such property; and in case of loss, the names of the respective owners shall be set forth in the preliminary proofs of such loss, together with their respective interests therein.

Goods on storage must be separately and specifically insured.

If the interest in property to be insured be a *household* interest, or other interest not *absolute*, it must be so represented to the Company, and expressed in the Policy, in writing, or otherwise the insurance shall be void.

NOTE.—By “property held in trust,” is intended, property held under a deed of trust; or under the appointment of a court of law; or property held as collateral security; in which latter case, this Company shall be liable only to the extent of the interest of the assured in such property.

III. Policies of insurance subscribed by this Company, shall not be assignable without the consent of the Company, expressed by endorsement made thereon. In case of assignment without such consent, whether of the whole Policy or of any interest in it, the liability of the Company in virtue of such Policy shall thenceforth cease; and the Company reserves to itself the right to elect either to consent to the transfer, or return a rateable proportion of the premium, and cancel the Policy.

In case of claim for loss or damage on a Policy assigned, where there is no actual sale or transfer of the property insured, proofs of loss shall be made by the assured in conformity with the conditions of this Policy, in like manner as if no assignment had been made; otherwise this Policy shall be void and of no force or effect whatever, and all liability on the part of this Company shall cease.

IV. All persons having property insured by this Company, must with reasonable diligence give notice of all additional insurances, made in their behalf on the same, whether by this Company, or by other insurers; and of all changes that may be made in such additional insurances; and cause such notice to be endorsed on their Policies; and each Company shall be liable to the payment only of a rateable proportion of any loss or damage which may be sustained; and unless such notice is given, the insured will not be entitled to recover in case of loss.

V. In case of fire, or of loss or damage thereby, or of exposure to loss or damage thereby, it shall be the duty of the insured to use their best endeavors for saving and preserving the property. And it is mutually understood that there can be no abandonment to the insurers of the subject insured.

VI. Persons sustaining loss or damage by fire, shall forthwith give notice thereof in writing to the Company, and as soon after as practicable shall deliver as particular an account of their loss and damage as the nature of the case will admit, signed with their own hands. And they shall accompany the same with their oath or affirmation, declaring the said account to be true and just, showing, also, whether any and what other insurance has been made on the same property, giving a copy of the written portion of the Policy of each Company; what was the whole cash value of the subject insured; in what general manner, (as to trade, manufactory, merchandise, or otherwise,) the building insured or containing the subject insured, and the several parts thereof, were occupied at the time of the loss, and who were the occupants of such building, and when and how the fire originated, so far as they know or believe. They shall also produce a certificate under the hand and seal of a Magistrate, Notary Public, or Commissioner of Deeds, most contiguous to the place of the fire, and not concerned in the loss, stating that he has examined the circumstances attending the fire, loss or damage alleged; and that he is acquainted with the character and circumstances of the insured or claimant; and that he verily believes that he, she or they, have by misfortune, and without fraud or evil practice, sustained loss and damage on the subject insured to the amount which such Magistrate, Notary Public, or Commissioner of Deeds may certify.

When merchandise or other personal property is partially damaged, the insured shall forthwith cause it to be put in as good order as the nature of the case will admit, assorting and arranging the various articles according to their kind, separating the damaged from the undamaged goods; and shall cause a list or inventory of the whole to be made, naming the quantity and cost of each kind. The amount of damage shall then be ascertained by the examination and appraisal of each article by disinterested appraisers, mutually agreed upon; and whenever required in writing, the insured or person claiming, shall produce and exhibit his books of account, and other vouchers, to the insurers or their agent, at the office of this Company, in support of his claim, and permit extracts and copies thereof to be made; and shall also exhibit to any persons named by the Company, and shall permit to be examined by them, any property damaged, on which any loss is claimed, or any property saved which was insured by this Policy. And until such proofs, declarations, and certificates are produced, and such appraisals and examinations of property permitted by the claimant, the loss shall not be payable.

All fraud or false swearing shall cause a forfeiture of all claims on the insurers, and shall be a full bar to all remedies against the insurer on this Policy.

VII. In all applications for insurance of property, the applicant must furnish an accurate and just description of the same—viz: of what materials each building is constructed; whether occupied as a private dwelling, or how otherwise; where situated; the name of the present occupier; how situated with respect to other buildings. And in the insurance of goods, wares and merchandise, the place where the same are deposited is to be described; also, a general description of such goods, and whether any manufactory is carried on in the premises, all of which is to be certified and attested in such manner as the nature of the case may admit. And if any person or persons shall insure his or their buildings or goods, and shall cause them to be described in the Policy otherwise than they really are; or if such description be false or fraudulent, such insurance shall be void and of none effect. If, during the insurance, the risk be increased by the erection or alteration of buildings, or by the use or occupation of neighboring premises, or otherwise, it shall be the duty of the assured to immediately notify the Company, and failing to do so, the insurance is void, and the Company will not be liable in case of loss until

such notice is given, when for this cause, or any other cause, the Company shall so elect, it shall be optional with the Company to terminate the insurance, after notice given to the assured, or his representative of their intention to do so; in which case the Company will refund a rateable portion of the premium.

VIII. No insurance, whether original or continued, shall be considered as binding until the actual payment of the premium.

IX. That in all cases of insurance, this Company shall be liable for such rateable proportion only of the loss or damage happening to the subject insured, as the amount insured by this Company shall bear to the whole amount insured thereon, without reference to the dates of the different Policies, or the insolvency of any or all the other Insurance Companies.

X. The insurance by this Policy shall cease from the time that the property hereby insured shall be levied on, or taken into possession or custody, under an execution or other proceedings at law or equity.

XI. If, at the happening of any fire, the assured shall have insurance under a *floating* Policy or Policies, not specific, but covering goods generally, in various places not designated, and yet within limits which include the premises or property herein insured, such Policy, as between the assured and this Company, shall be considered as covering any excess of sound value of the subject insured beyond the amount covered by the specific insurances thereon; and to determine the amount for which this Company is liable in case of loss, such floating Policy shall be considered an insurance on the property to the extent of such excess.

XII. Books of accounts, written securities, or evidence of debt, title deeds, writings, money or bullion, casts, curiosities, engravings, jewelry, jewels, medals, models, musical and scientific instruments, paintings, plate, precious stones, printed music, prints, sculptures, statuary, and watches, are not deemed to be included in any insurance, unless particularly specified in the Policy.

XIII. Camphene, Spirit Gas, “Burning Fluid,” Phosgene, or any other inflammable liquid, when used in dwellings or stores, warehouses, shops, or manufactories, as a light, subject the goods therein to an additional charge.

Saltpetre, Gunpowder and Phosphorus are expressly prohibited from being deposited, stored or kept in any building insured or containing any goods or merchandise insured by this Policy, unless by special consent, in writing, on the Policy.

XIV. Insurance may be made for seven years by paying the premium for six years; and for a less number than seven years a reasonable discount will be allowed.

XV. In case of any loss or damage by fire to the property insured by this Policy, or any part of such property, no action shall be maintained against this Company, unless such action shall be commenced within six months after the fire shall have occurred.

XVI. Every Policy of Insurance made by this Company shall be sealed with its seal, signed by the President and attested by the Secretary; and the person for whose interest the insurance is made, must be declared and named therein; nor can any Policy, or interest therein, be assigned but by consent of the Company expressed by endorsement made thereon.

XVII. The following, being considered hazardous risks, will subject the assured to a higher rate of premium; those, therefore, desirous of having the liberty of using their premises for such purposes, must have the same inserted in their Policies, which otherwise will be void.

SECTION I.

MERCHANDISE GENERALLY—HAZARDOUS.

WHOLESALE.

China, Glass and Crate Ware in packages,
Flax and Hemp in bales,
Drugs and Medicines in packages,
Naval Stores in packages, viz: Oil, Paints,
Pitch, Rosin, Sulphur, Tar, Tallow, Turpentine, Varnish,
Spirits, Wines and Groceries in packages.

RETAIL.

Apothecaries,
Booksellers,
China and Glassware opened,
Curriers and dealers in Oil and Tallow,
Gunpowder,
Gold and Silversmiths,
Hardware,
Looking-Glasses and Pictures,
Oil and Colormen,
Ship Chandlery and Naval Stores,

And all other articles allowed by law, and not specially excepted in Sections II and III.

SECTION II.

TRADE—EXTRA HAZARDOUS.

Bookbinders,
Carvers and Gilders.
Coopers,
Hat Stores,

Shoemakers,
Tailors,
Taverns and Oyster Cellars,
Printers.

SECTION III.

RISKS—SPECIALLY HAZARDOUS.

Barns and contents,
Breweries,
Bakehouses,
Cabinet and Musical Instrument Makers,
Chemical Laboratories,
Carpenters,
Cotton Waste,
Chair Makers,
Carriage Builders,
Camphene and Burning Fluid,
Distilleries,
Dyers,
Glass Blowers,
Hay, Straw and Provender,
Hat Manufactories,
Hemp and Flax, loose,
Iron and Brass, (workers in)
Lumber,
Looking-Glass and Picture Frame Makers,

Mast Makers and Boat Builders,
Manufactories,
Mills,
Potteries,
Rope Makers,
Rags and paper Cuttings,
Saltpetre,
Steam Engines,
Sugar Refiners,
Stables, public and private,
Starch and Glue Factories,
Tallow Chandlers,
Tanners and Morocco Dressers,
Tools, (manufacturers of)
Type Founders,
Turners in Wood or Metal,
Varnish and Oil, (boilers of)
Stores of Receiving and Forwarding Agents,
and Goods therein,

AND PETROLEUM, CARBON AND COAL OILS OF EVERY DESCRIPTION.